

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR JUSTICE REINVESTMENT AND INCENTIVE FUNDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Common Pleas Judge Pepple, presented to the Board of County Commissioners a Ohio Department of Rehabilitation and Correction Subsidy Grant agreement for Justice Reinvestment and Incentive Funding, which awards the sum not to exceed \$200,000.00 in six installments for the term beginning with the effective date of this Agreement and ending June 30, 2021; and,

WHEREAS, the installments will be paid in the following manner:
FY20 – Four payments of \$25,000.00 for a total of \$100,000.00;
FY21 – Four payments of \$25,000.00 for a total of \$100,000.00; and,

WHEREAS, it is necessary that the Board of County Commissioners sign this grant agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the grant agreement for the funding from the Ohio Department of Rehabilitation and Correction Subsidy for the Justice Reinvestment and incentive Funding; and,

BE IT FURTHER RESOLVED that the Board does authorize the execution of said grant agreement by the Board of County Commissioners, Auglaize County, Ohio.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
8th day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT _____
Don Regula _____
John N. Bergman , yes
John N. Bergman
Douglas A. Spencer , yes
Douglas A. Spencer

- ✓ cc: Common Pleas Judge – Fred Pepple
- ✓ Sheriff – Allen Solomon
- ✓ Auditor

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

*SUBSIDY GRANT AGREEMENT FOR
JUSTICE REINVESTMENT AND INCENTIVE FUNDING*

THIS SUBSIDY GRANT AGREEMENT FOR JUSTICE REINVESTMENT AND INCENTIVE FUNDING (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Auglaize County (hereinafter referred to as "Grantee"), located at 201 Willipie St., Room 207, Wapakoneta, OH 45895. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS, the Grantee has made an application to the Grantor for monies made available for through Justice Reinvestment and Incentive Grant Application (hereinafter referred to as "JRIG Application"), for the use of these funds;

WHEREAS, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

WHEREAS, the purpose of this grant is to provide funds to common pleas, municipal, and county court probation departments and community-based correctional facilities to adopt policies and practices based on the latest research on how to reduce the number of offenders on probation supervision who violate the conditions of their supervision.

NOW THEREFORE, in considerations of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of \$200,000.00 (hereinafter referred to as "Grant Funds"), to be paid in eight installments for the period beginning with the effective date of this agreement and ending June 30, 2021 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise as provided herein. Total Grant Funds expenditure for the grant period (July 1, 2019 to June 30, 2021) will not in any case exceed \$200,000.00. The installments shall be paid in the following manner:

- (a) FY20 - Four payments of \$25,000.00 totaling \$100,000.00.
- (b) FY21 - Four payments of \$25,000.00 totaling \$100,000.00.

Payments of Grant Funds will be made by the Grantor by way of Electronic Fund Transfer to the designated public entity. Such payments will be made during the first month of each quarter of the Grantor's fiscal year. This process will continue until the total Grant Funds are expended not to extend beyond June 30, 2021.

The fiscal agent designated to act on behalf of the Grantee is _____ . The program's tax identification number is 34-6400073.

2. **Term:** This Agreement is effective as of the date indicated on the "Justice Reinvestment and Incentive Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2021. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.

3. **Performance Reports:** The performance period begins on July 1, 2019 and ends on April 30, 2021. Grantees will be responsible for providing performance reports detailing their progress toward achieving the established performance measures/outcome goals. The performance report time frames and due dates are as follows:

| | |
|--|-----------------------------|
| 1. Period One - July 1, 2019 to Sept 30, 2019 | Due Date - October 15, 2019 |
| 2. Period Two - October 1, 2019 to December 31, 2019 | Due Date - January 15, 2020 |
| 3. Period Three - January 1, 2020 to March 31, 2020 | Due Date - April 15, 2020 |
| 4. Period Four - April 1, 2020 to June 30, 2020 | Due Date - July 15, 2020 |
| 5. Period Five - July 1, 2020 to September 30, 2020 | Due Date - October 15, 2020 |
| 6. Period Six - October 1, 2020 to December 31, 2020 | Due Date - January 15, 2021 |
| 7. Period Seven - January 1, 2021 to February 28, 2021 | Due Date - March 15, 2021 |
| 8. Period Eight - March 1, 2021 to April 30, 2021 | Due Date - May 10, 2021 |

4. **Program Services:** The Grantee agrees to affect the program as outlined in the JRIG Application submitted by the Grantee, and as approved and/or modified by Grantor herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. Expenses other than salaries of persons who will staff and operate the program for which the state financial assistance can be used are those identified and as approved by Grantor in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change, or reduction is approved, the Grantor may make appropriate changes in funding.

5. **Program Evaluation Responsibilities:**

A. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor as listed above; and

- B. The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the Grantor's guidelines. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems; and
- C. The Grantee shall prepare and submit a quarterly financial report to the Grantor. The report shall be submitted within thirty (30) days after the end of each quarter.
- D. Failure to comply with items (5) (A) through (C) of this Grant Agreement may result in the withholding of Grant Funds until such time as Grantee complies with such responsibilities.

6. Compliance:

- A. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- B. All expenditures made by the Grantee with Grant Funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- C. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- D. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Grantor to terminate further funding. Furthermore, the Grant Funds amount may be reduced, or the Agreement terminated by the Grantor if:
 - a. The quality and extent of the program services furnished by the Grantee are significantly reduced from the level proposed and as approved by Grantor in the JRIG Application in the Grantor's sole discretion.
 - b. There is a financial or audit disclosure involving misuse of state funds.
- E. The reason(s) for the intent to terminate or reduce Grant Funds shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction.

7. **State Audit Findings:** Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the Grantor for recovery of said Grant Funds.
8. **Appropriation:** The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2020 and 2021. The parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
9. **Termination:** In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor within thirty (30) days.
10. **Dispute Resolution:** It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.
11. **Successor and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantors.
12. **Staffing:** None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.
13. **Ohio Ethics and Conflict of Interests:** Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
16. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
17. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
20. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
21. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
22. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
23. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

- 24. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee. without the prior written consent of Grantor.
- 25. Compliance with Laws:** Grantee. in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
- 26. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 27. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser, Managing Director
Division of Parole & Community Services

FOR THE GRANTEE:

It is hereby certified that the authority below has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the authority.

John Bergman 8/8/19
County Commissioner Date

Douglas A. June 8/8/19
County Commissioner Date

Absent
County Commissioner Date

Erica L. Preston 8-8-19
County Executive Date

Mayor/City Manager Date

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY ADMINISTRATOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 3, 2019, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2019 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the BWC Safety Intervention Grant Fund (045) by \$25,650.00; and,

WHEREAS, Auglaize County Auditor requested that the Board amend the 2019 Annual Appropriation to reflect the following increase:

Increase 045.0045.530400 (Equipment) by \$25,650.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2019 Annual Appropriation Resolution be amended to show the change as tabulated above.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
8th day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: ✓County Auditor
✓County Administrator

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

| <u>Check#</u> | <u>Amount</u> | <u>Vendor</u> |
|---------------|---------------|---------------------------|
| 436315 | \$4,250.56 | Alberta Hawk |
| 436379 | \$2,370.00 | Auglaize County Treasurer |

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
8th day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

Don Regula _____

John N. Bergman _____ Ys
John N. Bergman

Douglas A. Spencer _____ Ys
Douglas A. Spencer

✓cc: County Auditor